



U.S. Department of Justice

Environment and Natural Resources Division

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90-11-3-06000

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August 1, 2000

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Re: United States v. Motorola, Inc., et al.
Civil No. 98-2049PHX-RCB (USDC D. AZ)

Dear Messrs. Campbell, Copple, Barkett and Thomas:

Enclosed please find a copy of the "filed" stamped Notice of Lodging of the Consent Decree and Consent Decree. Due to a duplication error, apparently the City of Phoenix's signature page was omitted from the copy that was previously sent to you. However, it was included with the Decree lodged with the Court. I will advise you once the Notice of Lodging is published in the Federal Register.

Thank you again for your cooperation and assistance. If you have any questions, please feel free to contact me at (202) 514-

7519.

Sincerely,



KARL J. FINGERHOOD

Trial Attorney

Environmental Enforcement Section

Enclosures

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RECEIVED	COPY
JUL 25 2000	
CLERK U S DISTRICT COURT DISTRICT OF ARIZONA	
BY	D. DEPUTY

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF ARIZONA

UNITED STATES OF AMERICA,

Plaintiff,

v.

Civil Action No. 98-2049-PHX-RCB

MOTOROLA, INC.,

a Delaware Corporation,

HONEYWELL INTERNATIONAL, INC.,

a Delaware Corporation (f/k/a AlliedSignal),

and CITY OF PHOENIX, ARIZONA,

Defendants.

NOTICE OF LODGING OF CONSENT DECREE

The United States of America, by authority of the Attorney General of the United States and through the undersigned attorneys, are today lodging a Consent Decree. The Consent Decree resolves the liability of defendants, Motorola, Inc., Honeywell International, Inc. (f/k/a AlliedSignal), and the City of Phoenix, Arizona under Section 107 of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, 42 U.S.C. § 9607, as

amended as alleged in the complaint filed in this matter. .

The United States respectfully states and requests the following:

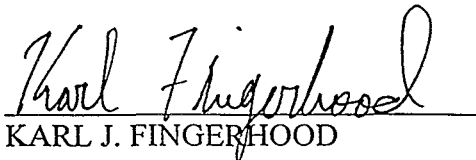
- i. A Consent Decree, signed by the United States and the above-referenced defendants is submitted today for lodging only;
- ii. Pursuant to 28 C.F.R. § 50.7, before entry of the Consent Decree, the Decree must be lodged with the Court, and notice of lodging must be published in the Federal Register;
- iii. 28 C.F.R. § 50.7 further provides that the United States not move for entry of the Decree for a period of thirty (30) days following publication of the notice of lodging in the Federal Register, in order to allow opportunity for public review and comment;
- iv. If, upon completion of the thirty (30) day period, the United States continues to consent to the proposed judgment, as contained in the Decree, the United States will move for final approval of the Consent Decree;

WHEREFORE, the United States respectfully requests that this Court receive the Consent Decree for lodging only, and that it abstain from acting upon the same until the thirty (30) day period (from publication in the Federal Register) for public comment has expired and the United States has moved for entry of the Consent Decree.

DATED: July 24, 2000

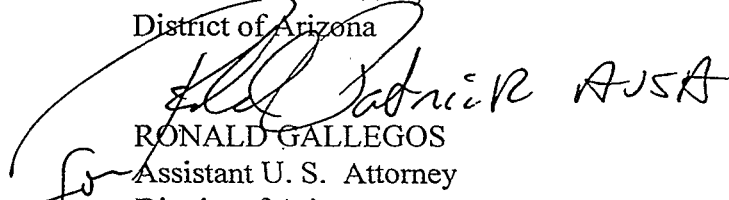
Respectfully submitted,

LOIS J. SCHIFFER
Assistant Attorney General
Environment and Natural Resources
Division
United States Department of Justice


KARL J. FINGERHOOD

Trial Attorney
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CERTIFICATE OF SERVICE

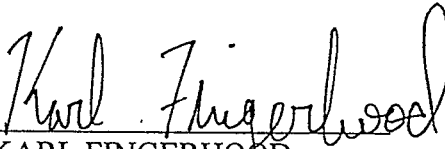
IT IS HEREBY CERTIFIED that on July 24, 2000 the NOTICE OF LODGING OF
CONSENT DECREE, and a copy of the proposed CONSENT DECREE were caused to be
served upon counsel for the parties by placing true and correct copies thereof in the United
States mail, postage pre-paid, addressed as follows:

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KARL FINGERHOOD

FILED 4 LODGED
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JUL 25 2000
CLERK U S DISTRICT COURT
DISTRICT OF ARIZONA
IN THE UNITED STATES DISTRICT COURT
BY THE DISTRICT OF ARIZONA
FOR THE DISTRICT OF ARIZONA

FILED _____ LODGED _____
RECEIVED _____ COPY _____
NOV 30 2000
CLERK U S DISTRICT COURT
DISTRICT OF ARIZONA
BY RCB DEPUTY

UNITED STATES OF AMERICA,

Plaintiff,

v.

MOTOROLA INC.,
HONEYWELL INTERNATIONAL, INC.,
CITY OF PHOENIX, ARIZONA.

Defendants.

Civil Action No. 98-2049 PHX-RCB

Judge Robert C. Broomfield

CONSENT DECREE

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I. BACKGROUND

1. The United States of America ("United States"), on behalf of the Administrator of the United States Environmental Protection Agency ("EPA"), filed a complaint in this matter pursuant to Section 107 of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, 42 U.S.C. § 9607, as amended ("CERCLA"), seeking reimbursement of response costs incurred and to be incurred for response actions taken at or in connection with the release or threatened release of hazardous substances at OU1 and OU2 of the Motorola 52nd Street Superfund Site.

2. The defendants, Motorola Inc., Honeywell International, Inc. (formerly AlliedSignal, Inc.), and the City of Phoenix, that have entered into this Consent Decree ("Settling Defendants") do not admit, and specifically deny, any liability to Plaintiff arising out of the transactions or occurrences alleged in the complaint.

3. On November 30, 1998, EPA Region IX issued an Amended Unilateral Administrative Order ("UAO"), docketed at No. 98-15. Among other things, the UAO required AlliedSignal, Inc. ("AlliedSignal" now known as Honeywell International, Inc. ("Honeywell")) and Motorola Inc. ("Motorola") to complete construction and two years of operation and maintenance of the remedy at Operable Unit 2 of the Motorola 52nd Street Superfund

Site. In a letter dated February 10, 1999, Motorola and AlliedSignal agreed to comply with the UAO for Operable Unit 2 (UAO No. 98-15). The United States has advised Settling Defendants that, based on the understanding that Motorola and AlliedSignal (now known as Honeywell) have agreed to comply with UAO No. 98-15, the United States has agreed to enter into the following Consent Decree with the Settling Defendants.

4. The United States and Settling Defendants agree, and this Court by entering this Consent Decree finds, that this Consent Decree has been negotiated by the Parties in good faith, that settlement of this matter will avoid prolonged and complicated litigation between the Parties, and that this Consent Decree is fair, reasonable, and in the public interest.

THEREFORE, with the consent of the Parties to this Decree, it is ORDERED, ADJUDGED, AND DECREED:

II: JURISDICTION

5. This Court has jurisdiction over the subject matter of this action pursuant to 28 U.S.C. §§ 1331 and 1345, and 42 U.S.C. §§ 9607 and 9613(b), and also has personal jurisdiction over Settling Defendants. Settling Defendants consent to and shall not challenge entry of this Consent Decree or this Court's jurisdiction to enter and enforce this Consent Decree.

III. PARTIES BOUND

6. This Consent Decree is binding upon the United States on behalf of EPA, and upon Settling Defendants and their successors and assigns. Any change in ownership or corporate or other legal status, including but not limited to, any transfer of assets or real or personal property, shall in no way alter the status or responsibilities of Settling Defendants under this Consent Decree.

IV. DEFINITIONS

7. Unless otherwise expressly provided herein, terms used in this Consent Decree which are defined in CERCLA or in regulations promulgated under CERCLA shall have the meaning assigned to them in CERCLA or in such regulations. Whenever terms listed below are used in this Consent Decree or in any appendix attached hereto, the following definitions shall apply:

a. "CERCLA" shall mean the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. § 9601, et seq.

b. "City of Phoenix" shall mean the City of Phoenix, Arizona, a municipal corporation of the State of Arizona, and any and all successors in interest.

c. "Consent Decree" shall mean this Consent Decree and all appendices attached hereto. In the event of conflict between this Consent Decree and any appendix, the Consent Decree shall

control.

d. "Day" shall mean a calendar day. In computing any period of time under this Consent Decree, where the last day would fall on a Saturday, Sunday, or federal holiday, the period shall run until the close of business of the next working day.

e. "DOJ" shall mean the United States Department of Justice and any successor departments, agencies or instrumentalities of the United States.

f. "EPA" shall mean the United States Environmental Protection Agency and any successor departments, agencies or instrumentalities of the United States.

g. "EPA Hazardous Substance Superfund" shall mean the Hazardous Substance Superfund established by the Internal Revenue Code, 26 U.S.C. § 9507.

h. "Future Oversight Costs" shall mean all costs including but not limited to direct and indirect costs incurred by the United States after March 31, 1999 in reviewing or developing plans, reports and other items relating to work conducted by any of the Settling Defendants or the Arizona Department of Environmental Quality ("ADEQ") at OU1, OU2 or the remedial investigation of the Honeywell facility located at 111 South 34th Street, verifying compliance with or otherwise implementing or overseeing UAO No. 98-15, this Consent Decree, or any agreement between any Settling Defendant and ADEQ relating to

OU1 and/or OU2 or the remedial investigation of the Honeywell facility located at 111 South 34th Street, or for enforcing this Consent Decree, including but not limited to, payroll costs, contractor costs, attorneys fees, travel costs, laboratory costs, costs incurred to secure access, emergency response costs, and costs related to community involvement and Technical Assistant Grants. "Future Oversight Costs" shall not include costs incurred by the EPA to construct the remedial action at OU2 or to conduct the OU2 Operation and Maintenance.

i. "Honeywell" shall mean Honeywell International, Inc., a Delaware Corporation, including The Garrett Corporation, The Signal Companies, AiResearch Manufacturing Company of Arizona, Garrett Turbine Engines Company, Allied Signal Inc., and any and all successors in interest.

j. "Interest" shall mean interest at the current rate specified for interest on investments of the Hazardous Substance Superfund established by 26 U.S.C. § 9507, compounded annually on October 1 of each year, in accordance with 42 U.S.C. § 9607(a).

k. "Interim Response Costs" shall mean all costs, including direct and indirect costs paid by the EPA in connection with OU1 and OU2 at the Site from December 1, 1997 through March 31, 1999. "Interim Response Costs" shall also include all DOJ costs incurred through the date of lodging this Consent Decree, which the parties agree shall equal \$12,000.00.

l. "Motorola" shall mean Motorola, Incorporated, a Delaware Corporation, and any and all successors in interest.

m. "Operable Unit 1" or "OU1" shall mean the area addressed by the OU1 remedy as is described by the Record of Decision, dated September 30, 1988, and any modifications or amendments thereto.

n. "Operable Unit 2" or "OU2" shall mean the areas addressed by the OU2 remedy as that term is described in the Record of Decision dated July 21, 1994, and any modifications or amendments thereto.

o. "OU2 Operation and Maintenance" or "OU2 O & M" shall mean all long term response action activities required to operate and maintain the effectiveness of the OU2 Remedial Action, including those required under the Operation and Maintenance Manual pursuant to Amended Order 98-15 and the Statement of Work ("SOW") therein.

p. "Paragraph" shall mean a portion of this Consent Decree identified by an Arabic numeral or an upper or lower case letter.

q. "Parties" shall mean the United States and the Settling Defendants.

r. "Past Response Costs" shall mean all costs, including but not limited to direct and indirect costs, that EPA or DOJ on behalf of EPA have incurred at or in connection with

OU2 from July 1, 1992 through November 30, 1997, plus accrued Interest on all such costs.

s. "Plaintiff" shall mean the United States of America.

t. "Section" shall mean a portion of this Consent Decree identified by a Roman numeral.

u. "Settling Defendants" shall mean Motorola, Honeywell, and the City of Phoenix.

v. "United States" shall mean the United States of America, including its departments, agencies and instrumentalities.

V. REIMBURSEMENT OF RESPONSE COSTS

8. Payment of Past Response Costs to the EPA Hazardous Substance Superfund. Within 45 days of entry of this Consent Decree Settling Defendants shall pay to the EPA Hazardous Substance Superfund \$682,500.00 in reimbursement of Past Response Costs. Payment shall be made by FedWire Electronic Funds Transfer ("EFT") to the U.S. Department of Justice account in accordance with current EFT procedures, referencing USAO File Number 98V00795, the EPA Region and Site ID Number 0948 or 09BE, and DOJ Case Number 90-11-3-06000. Payment shall be made in accordance with instructions provided to Settling Defendants by the Financial Litigation Unit of the U.S. Attorney's Office in the District of Arizona following lodging of the Consent Decree.

Any payments received by the Department of Justice after 4:00 p.m. Eastern Time shall be credited on the next business day. Settling Defendants shall send notice to EPA and DOJ that payment has been made in accordance with Section XI (Notices and Submissions). The United States acknowledges that Motorola has paid \$140,781.29 for EPA's past response costs for OUI as set forth in EPA's letter dated May 17, 1998.

9. Payment of Future Oversight Costs to the EPA Hazardous Substance Superfund.

a. Motorola shall reimburse the EPA Hazardous Substance Superfund for all OUI Future Oversight Costs not inconsistent with the National Contingency Plan. The United States intends to send Motorola a bill requiring payment and a Cost Summary Report for OUI on a periodic basis. Within 60 days of Motorola's receipt of each bill for OUI, Motorola shall make all payments required by this Paragraph by EFT to the EPA Hazardous Substance Superfund in accordance with current EFT procedures and in the bill requiring payment, referencing the EPA Region and Site ID Number 0948, and DOJ Case Number 90-11-3-06000. Payment shall be made in accordance with EFT instructions provided to Motorola by EPA. Motorola shall send copies of the payment(s) to the United States as specified in Section XI (Notices and Submissions). Notwithstanding the foregoing sentence, upon written request by Motorola, EPA may, in its sole

and unreviewable discretion, grant Motorola an additional 30 days to make all payments required by this Paragraph. Any request by Motorola for an additional 30 days must be received by EPA no later than 50 days after Motorola's receipt of each bill for OU1. Unless Motorola receives a letter from EPA explicitly granting an additional 30 days prior to the expiration of the above-referenced 60 day period, such request by Motorola shall be considered to be denied.

b. Except as provided in Paragraph 9.c. below, Settling Defendants shall reimburse the EPA Hazardous Substance Superfund for all OU2 Future Oversight Costs not inconsistent with the National Contingency Plan. The United States intends to send Settling Defendants a bill requiring payment and a Cost Summary Report for OU2 on a periodic basis. Within 60 days after Settling Defendants' receipt of each bill, Settling Defendants shall make all payments required by this Paragraph by EFT to the EPA Hazardous Substance Superfund in accordance with current EFT procedures and in the bill requiring payment, referencing the EPA Region and Site ID Number 0948 or 09BE, and DOJ Case Number 90-11-3-06000. Payment shall be made in accordance with EFT instructions provided to Settling Defendants by EPA. Settling Defendants shall send copies of the payment(s) to the United States as specified in Section XI (Notices and Submissions). Notwithstanding the foregoing sentence, upon written request by

Settling Defendants, EPA may, in its sole and unreviewable discretion, grant Settling Defendants an additional 30 days to make all payments required by this Paragraph. Any request by Settling Defendants for an additional 30 days must be received by EPA no later than 50 days after Settling Defendants' receipt of each bill for OU2. Unless Settling Defendants receive a letter from EPA explicitly granting an additional 30 days prior to the expiration of the above-referenced 60 day period, such request by Settling Defendants shall be considered to be denied.

c. Honeywell shall reimburse the EPA Hazardous Substance Superfund for all Future Oversight Costs not inconsistent with the National Contingency Plan that relate to remedial investigation of the Honeywell facility, located at 111 South 34th Street. The United States' bills for OU2 costs described in 9.b above will separately identify the costs associated with the Honeywell facility investigation. Within 60 days after Honeywell's receipt of each OU2 bill that identifies costs associated with the Honeywell facility investigation, Honeywell shall make all payments for costs associated with the Honeywell facility investigation required by this Paragraph by EFT to the EPA Hazardous Substance Superfund in accordance with current EFT procedures and in the bill requiring payment, referencing the EPA Region and Site ID Number 0948 or 09BE, and DOJ Case Number 90-11-3-06000. Payment shall be made in

accordance with EFT instructions provided to Honeywell by EPA. Honeywell shall send copies of the payment(s) to the United States as specified in Section XI (Notices and Submissions). Notwithstanding the foregoing sentence, upon written request by Honeywell, EPA may, in its sole and unreviewable discretion, grant Honeywell an additional 30 days to make all payments required by this Paragraph. Any request by Honeywell for an additional 30 days must be received by EPA no later than 50 days after Honeywell's receipt of each bill for OU2 that identifies these remedial investigation oversight costs. Unless Honeywell receives a letter from EPA explicitly granting an additional 30 days prior to the expiration of the above-referenced 60 day period, such request by Honeywell shall be considered to be denied.

d. Settling Defendants may contest payment of any Future Oversight Costs under Paragraphs 9.a , 9.b, or 9.c if they determine that the United States has made an accounting error or if they allege that a cost item that is included represents costs that are inconsistent with the NCP. Such objection shall be made in writing within 60 days (or 90 days if an additional thirty days has been granted by EPA under Paragraphs 9.a, 9.b, or 9.c) of receipt of the bill and must be sent to the United States pursuant to Section XI (Notices and Submissions). Any such objection shall specifically identify the contested Future

Oversight Costs and the basis for objection. In the event of an objection, the Settling Defendant(s) shall within the 60 day period (or 90 day period if an additional thirty days has been granted by EPA under Paragraphs 9.a, 9.b, or 9.c) pay all uncontested Future Oversight Costs to the United States in the manner described in Paragraphs 9.a, 9.b, or 9.c. Simultaneously, the Settling Defendant(s) shall establish an interest-bearing escrow account in a federally-insured bank duly chartered in the State of Arizona and remit to that escrow account funds equivalent to the amount of the contested Future Oversight Costs. The Settling Defendant(s) shall send to the United States, as provided in Section XI (Notices and Submissions), a copy of the transmittal letter, check, or EFT confirmation, paying the uncontested Future Oversight Costs, and a copy of the correspondence that establishes and funds the escrow account, including, but not limited to, information containing the identity of the bank and bank account under which the escrow account is established as well as a bank statement showing the initial balance of the escrow account. Simultaneously with establishment of the escrow account, the Settling Defendant(s) shall initiate the Dispute Resolution procedures in Section X (Dispute Resolution). If the United States prevails in the dispute, within 5 days after the resolution of the dispute, the Settling Defendant(s) shall pay the sums due (with interest

accrued in the escrow account) to the United States in the manner described in Paragraphs 9.a, 9.b, or 9.c. If the Settling Defendant(s) prevail(s) concerning any aspect of the contested costs, the Settling Defendant(s) shall pay that portion of the costs (with interest accrued in the escrow account on such portion of the costs) for which they did not prevail to the United States in the manner described in Paragraphs 9.a, 9.b, or 9.c. Settling Defendant(s) shall be disbursed any balance of the escrow account. The dispute resolution procedures set forth in this Paragraph in conjunction with the procedures set forth in Section X (Dispute Resolution) shall be the exclusive mechanisms for resolving disputes regarding the Settling Defendants' obligation to reimburse the United States for its Future Oversight Costs.

e. Where Settling Defendants do not contend that a cost item contains an accounting error or is inconsistent with the NCP, but do contend that the cost item should be attributed to OU1, OU2, or the remedial investigation of the Honeywell facility, rather than the account to which it was charged by EPA, the cost item will be paid by the party against whom the cost was charged under Paragraphs 9.a, 9.b or 9.c above. The Settling Defendants will then resolve between themselves the proper accounting for the cost item in dispute. To assist Settling Defendants in resolving such a dispute, EPA, upon written request

of one of the Parties, will provide Settling Defendants with available supporting documentation, including a written explanation of why it charged the cost item in the manner it did. In addition, EPA, upon written request of one of the Parties, will provide Settling Defendants with an opportunity to confer with EPA about the information provided pursuant to the preceding sentence of this Consent Decree. The intent of the Parties is to avoid the involvement of EPA in resolving disputes between Settling Defendants over EPA's good faith efforts to account for charges, while providing for assistance by EPA in explaining the basis for the accounting decisions made by EPA. In no event shall any dispute concerning EPA's allocation of costs to the Honeywell facility investigation be subject to the dispute resolution procedures set forth in Section X of this decree.

10. Payment of Interim Response Costs to the EPA Hazardous Substances Superfund.

a. Motorola shall reimburse the EPA Hazardous Substance Superfund for all Interim Response Costs for OUI not inconsistent with the National Contingency Plan. The United States intends to send Motorola bill(s) requiring payment and a Cost Summary Report for Interim Response Costs at OUI. Within 60 days after Motorola's receipt of each bill for Interim Response Costs at OUI, Motorola shall make all payments required by this Paragraph in the manner identified in Paragraph 9.a. of this

Section and in the bill requiring payment and shall send copies of the payment(s) to the United States as specified in Section XI (Notices and Submissions). Notwithstanding the foregoing sentence, upon written request by Motorola, EPA may, in its sole and unreviewable discretion, grant Motorola an additional 30 days to make all payments required by this Paragraph. Any request by Motorola for an additional 30 days must be received by EPA no later than 50 days after Motorola's receipt of each bill for OU1. Unless Motorola receives a letter from EPA explicitly granting an additional 30 days prior to the expiration of the above-referenced 60 day period, such request by Motorola shall be considered to be denied.

b. Settling Defendants shall reimburse the United States Hazardous Substance Superfund for 80% of Interim Response Costs for OU2 not inconsistent with the National Contingency Plan. The United States intends to send Settling Defendants one or more bills requiring payment and a Cost Summary Report for Interim Response Costs at OU2. Within 60 days after Settling Defendants' receipt of each bill for Interim Response Costs at OU2, Settling Defendants shall make all payments required by this Paragraph in the manner identified in Paragraph 9.b of this Section and in each bill requiring payment, and shall send copies of the payment(s) to the United States as specified in Section XI (Notices and Submissions). Notwithstanding the foregoing

sentence, upon written request by Settling Defendants, EPA may, in its sole and unreviewable discretion, grant Settling Defendants an additional 30 days to make all payments required by this Paragraph. Any request by Settling Defendants for an additional 30 days must be received by EPA no later than 50 days after Settling Defendants' receipt of each bill for OU2. Unless Settling Defendants receive a letter from EPA explicitly granting an additional 30 days prior to the expiration of the above-referenced 60 day period, such request by Settling Defendants shall be considered to be denied.

c. Honeywell shall reimburse the EPA Hazardous Substance Superfund for 80% of Interim Response Costs not inconsistent with the National Contingency Plan that relate to remedial investigation of the Honeywell facility, located at 111 South 34th Street. The United States' bills for OU2 costs described in 10.b above will identify the costs associated with the Honeywell facility investigation. Within 60 days after Honeywell's receipt of an OU2 bill for Interim Response Costs that includes costs associated with remedial investigation of the Honeywell facility, Honeywell shall make all payments for costs associated with the Honeywell facility investigation required by this Paragraph in the manner identified in Paragraph 9.b of this Section and in the bill requiring payment, and shall send copies of the payment(s) to the United States as specified in Section XI

(Notices and Submissions). Notwithstanding the foregoing sentence, upon written request by Honeywell, EPA may, in its sole and unreviewable discretion, grant Honeywell an additional 30 days to make all payments required by this Paragraph. Any request by Honeywell for an additional 30 days must be received by EPA no later than 50 days after Honeywell's receipt of the bill for Interim Response Costs that relate to remedial investigation of the Honeywell facility. Unless Honeywell receives a letter from EPA explicitly granting an additional 30 days prior to the expiration of the above-referenced 60 day period, such request by Honeywell shall be considered to be denied.

d. Settling Defendants may contest payment of any Interim Response Costs under Paragraphs 10.a, 10.b or 10.c if they determine that the United States has made an accounting error or if they allege that a cost item that is included represents costs that are inconsistent with the NCP. Such objection shall be made in writing within 60 days (or 90 days if an additional thirty days has been granted by EPA under Paragraphs 10.a, 10.b, or 10.c) of receipt of the bill and must be sent to the United States pursuant to Section XI (Notices and Submissions). Any such objection shall specifically identify the contested Interim Response Costs and the basis for objection. In the event of an objection, the Settling Defendant(s) shall within

the 60 day period (or 90 day period if an additional thirty days has been granted by EPA under Paragraphs 10.a, 10.b, or 10.c) pay all uncontested Interim Response Costs to the United States in the manner described in Paragraphs 10.a, 10.b, or 10.c.

Simultaneously, the Settling Defendant(s) shall establish an interest-bearing escrow account in a federally-insured bank duly chartered in the State of Arizona and remit to that escrow account funds equivalent to the amount of the contested Interim Response Costs. The Settling Defendant(s) shall send to the United States, as provided in Section XI (Notices and Submissions), a copy of the transmittal letter, check, or EFT confirmation, paying the uncontested Interim Response Costs, and a copy of the correspondence that establishes and funds the escrow account, including, but not limited to, information containing the identity of the bank and bank account under which the escrow account is established as well as a bank statement showing the initial balance of the escrow account.

Simultaneously with establishment of the escrow account, the Settling Defendant(s) shall initiate the Dispute Resolution procedures in Section X (Dispute Resolution). If the United States prevails in the dispute, within 5 days after the resolution of the dispute, the Settling Defendant(s) shall pay the sums due (with interest accrued in the escrow account) to the United States in the manner described in Paragraphs 10.a, 10.b,

or 10.c. If the Settling Defendant(s) prevail(s) concerning any aspect of the contested costs, the Settling Defendant(s) shall pay that portion of the costs (with interest accrued in the escrow account on such portion of the costs) for which they did not prevail to the United States in the manner described in Paragraphs 10.a, 10.b, or 10.c. Settling Defendant(s) shall be disbursed any balance of the escrow account. The dispute resolution procedures set forth in this Paragraph in conjunction with the procedures set forth in Section X (Dispute Resolution) shall be the exclusive mechanisms for resolving disputes regarding the Settling Defendants' obligation to reimburse the United States for its Interim Response Costs.

e. Where Settling Defendants do not contend that a cost item contains an accounting error or is inconsistent with the NCP, but do contend that the cost item should be attributed to OU1, OU2, or the remedial investigation of the Honeywell facility, rather than the account to which it was charged by EPA, the cost item will be paid by the party against whom the cost was charged under Paragraphs 10.a, 10.b or 10.c above. Settling Defendants will then resolve between themselves the proper accounting for the cost item in dispute. To assist Settling Defendants in resolving such a dispute, EPA, upon written request of one or the other party, will provide Settling Defendants with available supporting documentation, including a written

explanation of why it charged the cost item in the manner it did. In addition, EPA, upon written request of one of the Parties, will provide Settling Defendants with an opportunity to confer with EPA about the information provided pursuant to the preceding sentence of this Consent Decree. The intent of the Parties is to avoid the involvement of EPA in resolving disputes between Honeywell and Motorola over EPA's good faith efforts to account for charges, while providing for assistance by EPA in explaining the basis for the accounting decisions made by EPA. In no event shall any dispute concerning EPA's allocation of costs to the Honeywell facility investigation be subject to the dispute resolution procedures set forth in Section X of this decree.

VI. FAILURE TO COMPLY WITH REQUIREMENTS OF CONSENT DECREE

11. Interest on Late Payments. Interest on the payments required by Section V, Paragraphs 9.a, 9.b, 9.c, 10.a, 10.b and 10.c shall begin to accrue 61 days after the date of the bills requiring payment, with the sole exception being, if EPA grants an additional 30 days, Interest on the payments required by Section V, Paragraphs 9.a, 9.b, 9.c, 10.a, 10.b and 10.c shall begin to accrue 91 days after the date of the bills requiring payment. In the event that any payment[s] required by Section V (Reimbursement of Response Costs) or Section VI, Paragraph 12.a (Stipulated Penalty), are not received when due, Interest shall continue to accrue on the unpaid balance through the date of

payment. Monies paid into escrow under Paragraphs 9.d, or 10.d shall not be subject to Interest as defined herein but shall accrue interest under the terms of the escrow established by Paragraphs 9.d and 10.d.

12. Stipulated Penalty.

a. If any amounts due to EPA under this Consent Decree are not paid by the required date, Settling Defendants shall pay to EPA as a stipulated penalty, in addition to the Interest required by Paragraph 11, \$3,000 per violation per day that such payment is late for the first 15 days of violation and \$10,000 per violation per day that such payment is late for each day thereafter. With respect to payments due under Paragraphs 9.a, 9.b, 9.c, 10.a, 10.b or 10.c, timely payment of costs into escrow under Paragraphs 9.d or 10.d shall constitute payment by the required date under this Consent Decree and the costs disputed by virtue of such payments into escrow shall not be subject to stipulated penalties.

b. Stipulated penalties are due and payable within 30 days of the date of the demand for payment of the penalties by EPA. All payments to EPA under this Paragraph shall be made in the manner identified in Paragraph 9.b. All payments shall indicate that the payment is for stipulated penalties and shall reference the name and address of the party making payment, the EPA Region, USAO File Number 98V00795, and DOJ Case Number 90-11-

3-06000. Copies of EFTs made pursuant to this Paragraph, and any accompanying transmittal letter[s], shall be sent to EPA and DOJ as provided in Section XI (Notices and Submissions).

c. Penalties shall accrue as provided in this Section regardless of whether EPA has notified Settling Defendants of the violation or made a demand for payment, but need only be paid upon demand. All penalties shall begin to accrue on the day after complete performance is due or the day a violation occurs, and shall continue to accrue through the final day of correction of the noncompliance or completion of the activity. Nothing herein shall prevent the simultaneous accrual of separate penalties for separate violations of this Consent Decree.

d. Except with respect to costs paid into escrow as provided in Paragraphs 9.d, 10.d, and 12.a, penalties shall continue to accrue as provided in Paragraph 12.a during any dispute resolution period, but need not be paid until the following:

i. If the dispute is resolved by agreement or by a decision of EPA that is not appealed to this Court, accrued penalties determined to be owing shall be paid to EPA within 15 days of the agreement or the receipt of EPA's decision or order;

ii. If the dispute is appealed to this Court and the United States prevails in whole or in part, Settling Defendants shall pay all accrued penalties determined by the

Court to be owed to EPA within 60 days of receipt of the Court's decision or order, except as provided in Subparagraph iii below;

iii. If the District Court's decision is appealed by any Party, Settling Defendants shall pay all accrued penalties determined by the District Court to be owing to the United States into an interest-bearing escrow account within 60 days of receipt of the Court's decision or order. Penalties shall be paid into this account as they continue to accrue, at least every 60 days. Within 15 days of receipt of the final appellate court decision, the escrow agent shall pay the balance of the account to EPA or to Settling Defendants to the extent that they prevail.

13. If the United States brings an action to enforce this Consent Decree, Settling Defendants shall reimburse the United States for all costs of such action not inconsistent with the NCP, including but not limited to costs of attorney time.

14. Payments made under Paragraphs 11-13 shall be in addition to any other remedies or sanctions available to Plaintiff by virtue of Settling Defendants' failure to comply with the requirements of this Consent Decree.

15. Honeywell will make the payments due under this Consent Decree related to the remedial investigation of the Honeywell facility. Otherwise, the obligations of Settling Defendants to pay amounts owed the United States under this Consent Decree for

Past Response Costs, Interim Response Costs, and Future Oversight Costs for OU2, are joint and several. In the event of the failure of any one or more Settling Defendants to make the payments required under this Consent Decree, the remaining Settling Defendant shall be responsible for such payments.

16. Notwithstanding any other provision of this Section, the United States may, in its unreviewable discretion, waive payment of any portion of the stipulated penalties that have accrued pursuant to this Consent Decree.

VII. COVENANT NOT TO SUE BY PLAINTIFF

17. Covenant Not to Sue by United States. Except as specifically provided in Paragraph 18 (Reservation of Rights by United States), the United States covenants not to sue Settling Defendants pursuant to Section 107(a) of CERCLA, 42 U.S.C. § 9607(a), to recover Past Response Costs, Interim Response Costs, or Future Oversight Costs as defined in this Consent Decree. This covenant not to sue for Past Response Costs shall take effect upon receipt by EPA of all payments required by Section V, Paragraph 8 (Payment of Past Response Costs to the EPA Hazardous Substance Superfund), and Section VI, Paragraphs 11 (Interest on Late Payments) and 12.a (Stipulated Penalty for Late Payment) with respect to payment of Past Response Costs. This covenant not to sue for Interim Response Costs shall take effect upon receipt by EPA of all payments required by Section V, Paragraph

10 (Payment of Interim Response Costs), and Section VI, Paragraphs 11 (Interest on Late Payments) and 12.a (Stipulated Penalty for Late Payment) with respect to payment of Interim Response Costs. This covenant not to sue for Future Oversight Costs shall take effect upon payment of all Future Oversight Costs and any outstanding Stipulated Penalties as set forth in Paragraph 12, and/or payment of any Interest as set forth in Paragraph 11. This covenant not to sue extends only to Settling Defendants and does not extend to any other person.

18. Reservation of Rights by United States. The covenant not to sue set forth in Paragraph 17 does not pertain to any matters other than those expressly specified therein. The United States reserves, and this Consent Decree is without prejudice to, all rights against Settling Defendants with respect to all other matters, including but not limited to:

- a. liability for failure of Settling Defendants to meet a requirement of this Consent Decree;
 - b. liability for damages for injury to, destruction of, or loss of natural resources, including the reasonable costs of assessing such injury destruction or loss;
 - c. criminal liability;
 - d. liability for injunctive relief or administrative order enforcement under Section 106 of CERCLA, 42 U.S.C. § 9606;
- and

e. liability for costs incurred or to be incurred by the United States that are not within the definition of Past Response Costs, Interim Response Costs, or Future Oversight Costs, including costs related to remedial action or O & M work performed at OU2.

Except as provided in Paragraph 24, Settling Defendants reserve all of their rights and defenses to the matters reserved by EPA in this Paragraph 18.

VIII. COVENANT NOT TO SUE BY SETTLING DEFENDANTS

19. Settling Defendants covenant not to sue and agree not to assert any claims or causes of action against the United States, including any agency, department, or instrumentality, or its contractors or employees, with respect to Past Response Costs, Interim Response Costs, Future Oversight Costs, or this Consent Decree, including but not limited to:

a. any direct or indirect claim for reimbursement from the Hazardous Substance Superfund based on Sections 106(b)(2), 107, 111, 112, or 113 of CERCLA, 42 U.S.C. §§ 9606(b)(2), 9607, 9611, 9612, or 9613, or any other provision of law;

b. any claim arising out of response actions covered by Past Response Costs, Interim Response Costs or Future Oversight Costs at OU1 and/or OU2;

c. any claim pursuant to Sections 107 and 113 of CERCLA, 42 U.S.C. §§ 9607 and 9613, relating to Past Response

Costs, Interim Response Costs, or Future Response Costs; and

d. any claims arising under the United States Constitution, state law, the Tucker Act, 28 U.S.C. § 1491, or common law, arising out of or relating to past or future access to, imposition of deed restrictions or easements, or other restrictions on the use and enjoyment of property owned or controlled by the Settling Defendants at OU1 and/or OU2.

e. This covenant not to sue shall not apply to CERCLA contribution claims of Settling Defendants against the Department of Defense, including but not limited to the United States Air Force and the Air Material Command, or any successor agencies, departments, or instrumentalities of the United States (collectively, the "Defense Department"), or any claims by Honeywell arising out of any contract between the Defense Department and Honeywell or its predecessor companies related to the Honeywell facility located at 111 South 34th Street, Phoenix, Arizona, or arising out of the Defense Department's ownership, leasing, design, construction, operation or management of manufacturing, storage, testing or other facilities at the Honeywell facility located at 111 South 34th Street, Phoenix, Arizona.

20. Nothing in this Consent Decree shall be deemed to constitute approval or preauthorization of a claim within the meaning of Section 111 of CERCLA, 42 U.S.C. § 9611, or 40 C.F.R.

§ 300.700(d).

IX. EFFECT OF SETTLEMENT/CONTRIBUTION PROTECTION

21. Nothing in this Consent Decree shall be construed to create any rights in, or grant any cause of action to, any person not a Party to this Consent Decree. Each of the Parties expressly reserves any and all rights (including, but not limited to, any right to contribution), defenses, claims, demands, and causes of action which each Party may have with respect to any matter, transaction, or occurrence relating in any way to OU1 and/or OU2 against any person not a Party hereto.

22. The Parties agree, and by entering this Consent Decree this Court finds, that Settling Defendants are entitled, as of the effective date of this Consent Decree, to protection from contribution actions or claims as provided by Section 113(f)(2) of CERCLA, 42 U.S.C. § 9613(f)(2), for "matters addressed" in this Consent Decree. The "matters addressed" in this Consent Decree are Past Response Costs, Interim Response Costs, and Future Oversight Costs as defined in this Consent Decree.

23. Each Settling Defendant agrees that, with respect to any suit for contribution brought by it for matters related to this Consent Decree, it will notify EPA and DOJ in writing no later than 60 days prior to the initiation of such suit. Each Settling Defendant also agrees that, with respect to any suit for contribution brought against it for matters related to this

Consent Decree, it will notify EPA and DOJ in writing within 10 days of service of the complaint upon it. In addition, each Settling Defendant shall notify EPA and DOJ within 10 days of service or receipt of any Motion for Summary Judgment, and within 10 days of receipt of any order from a court setting a case for trial, for matters related to this Consent Decree.

24. In any subsequent administrative or judicial proceeding initiated by the United States for injunctive relief, recovery of response costs, or other relief relating to OU1 and OU2, Settling Defendants shall not assert, and may not maintain, any defense or claim based upon the principles of waiver, res judicata, collateral estoppel, issue preclusion, claim-splitting, or other defenses based upon any contention that the claims raised by the United States in the subsequent proceeding were or should have been brought in the instant case; provided, however, that nothing in this Paragraph affects the enforceability of the Covenant Not to Sue by Plaintiff set forth in Section VII or the assertion by Settling Defendants of defenses other than those set forth above in this Paragraph 24.

X. DISPUTE RESOLUTION

25. Unless otherwise expressly provided for in this Consent Decree, the dispute resolution procedures of this Section shall be the exclusive mechanism to resolve disputes arising under or with respect to this Consent Decree. However, the procedures set

forth in this Section shall not apply to actions by the United States to enforce obligations of the Settling Defendants that have not been disputed in accordance with this Section.

26. Any dispute which arises under or with respect to this Consent Decree shall in the first instance be the subject of informal negotiations between the parties to the dispute. The period for informal negotiations shall not exceed 20 days from the time the dispute arises, unless it is modified by written agreement of the parties to the dispute. The dispute shall be considered to have arisen when one party sends the other parties a written Notice of Dispute.

27. a. In the event that the parties cannot resolve a dispute by informal negotiations under the preceding Paragraph, then the position advanced by EPA shall be considered binding unless, within fourteen (14) days after the conclusion of the informal negotiation period, Settling Defendants invoke the formal dispute resolution procedures of this Section by serving on the United States a written Statement of Position on the matter in dispute, including, but not limited to, any factual data, analysis or opinion supporting that position and any supporting documentation relied upon by the Settling Defendants.

b. Within fourteen (14) days after receipt of Settling Defendants' Statement of Position, EPA will serve on Settling Defendants its Statement of Position, including, but not limited

to, any factual data, analysis, or opinion supporting that position and all supporting documentation relied upon by EPA. Within five (5) days after receipt of EPA's Statement of Position, Settling Defendants may submit a Reply.

c. Following receipt of Settling Defendants' Statement of Position submitted pursuant to Paragraph 27, or following receipt of Settling Defendant's Reply, if one is submitted, the Director of the Superfund Division, EPA Region 9, will issue a final decision resolving the dispute. The Superfund Division Director's decision shall be binding on the Settling Defendants unless, within 10 days of receipt of the decision, the Settling Defendants file with the Court and serve on the parties a motion for judicial review of the decision setting forth the matter in dispute, the efforts made by the parties to resolve it, the relief requested, and the schedule, if any, within which the dispute must be resolved to ensure orderly implementation of the Consent Decree. The United States may file a response to Settling Defendants' motion within 30 days of such motion.

d. Judicial review of any dispute governed by this Paragraph shall be governed by applicable principles of law.

28. The invocation of formal dispute resolution procedures under this Section shall not extend, postpone or affect in any way any obligation of the Settling Defendants under this Consent Decree, not directly in dispute, unless EPA or the Court agrees

otherwise. Except as provided in Paragraph 12.a with respect to amounts deposited into escrow, (a) stipulated penalties with respect to the disputed matter shall continue to accrue, but payment shall be stayed pending resolution of the dispute as provided in Paragraph 12.d; (b) notwithstanding the stay of payment, stipulated penalties shall accrue from the first day of noncompliance with any applicable provision of this Consent Decree; and (c) in the event that Settling Defendants do not prevail on the disputed issue, stipulated penalties shall be assessed and paid as provided in Paragraph 12 (Stipulated Penalties).

XI. NOTICES AND SUBMISSIONS

29. Whenever, under the terms of this Consent Decree, notice is required to be given or a document is required to be sent by one party to another, it shall be directed to the individuals at the addresses specified below, unless those individuals or their successors give notice of a change to the other Parties in writing. Written notice as specified herein shall constitute complete satisfaction of any written notice requirement of the Consent Decree with respect to the United States, EPA, DOJ, and Settling Defendants, respectively.

As to the United States:

United States Attorney's Office
for the District of Arizona
230 N. First Ave., Room 4000
Phoenix, AZ 85025-0085

As to DOJ:

Chief, Environmental Enforcement Section
Environment and Natural Resources Division
U.S. Department of Justice (DJ # 90-11-3-06000)
P.O. Box 7611
Washington, D.C. 20044-7611

As to EPA:

Nadia Hollan
Remedial Project Manager
U.S. EPA
75 Hawthorne St. (SFD-7-1)
San Francisco, CA 94105

Allyn Stern, Esq.
Senior Regional Counsel
Office of Regional Counsel (ORC-3)
U.S. EPA
75 Hawthorne St.
San Francisco, CA 94105

As to Settling Defendants:

Mr. Thomas R. Suriano
Manager, Remediation and Due Diligence
Semiconductor Products Sector - Mail Drop MD56-128
Motorola Inc.
3102 North 56th Street
Phoenix, AZ 85018

Bob Copple, Esq.
Senior Environmental Counsel, Corporate Law Department
Motorola Inc.
Corporate Law Department - Mail Drop R3163
8220 East Roosevelt Street
Scottsdale, AZ 85257 (OVERNIGHT MAIL ADDRESS)

P.O. Box 10219
Scottsdale, AZ 85271 (MAILING ADDRESS)

Mr. Keith Bowers
Manager, Remediation & Evaluation Services
Honeywell International, Inc.
M/S 101-117
402 South 36th Street
Phoenix, AZ 85034

Kenneth E. Stroup, Esq.
Honeywell International, Inc.
P.O. Box 2245-R
Morristown, NJ 07962

Craig J. Reece, Esq.
Assistant City Attorney
City of Phoenix
200 West Washington
Phoenix, AZ 85003

Karen L. O'Regan
Environmental Programs Manager
City of Phoenix
200 West Washington
Phoenix, AZ 85003

XII. RETENTION OF JURISDICTION

30. This Court shall retain jurisdiction over this matter for the purpose of interpreting and enforcing the terms of this Consent Decree.

XIII. INTEGRATION

31. This Consent Decree constitutes the final, complete and exclusive agreement and understanding among the Parties with respect to the settlement embodied in this Consent Decree. The Parties acknowledge that there are no representations, agreements or understandings relating to the settlement other than those expressly contained in this Consent Decree. Notwithstanding the foregoing, nothing in this Consent Decree shall be interpreted as

superseding or impairing rights, obligations, and legal protections, if any, set forth in: a) other agreements between or among Settling Defendants; and b) the Consent Decree and Agreement Between the State of Arizona and Defendants City of Phoenix and Motorola Inc., entered on or about April 5, 1997 by the United States District Court for the District of Arizona in cause No. CIV 96 2626 PHX ROS.

XIV. LODGING AND OPPORTUNITY FOR PUBLIC COMMENT

32. This Consent Decree shall be lodged with the Court for a period of not less than 30 days for public notice and comment. The United States reserves the right to withdraw or withhold its consent if the comments regarding the Consent Decree disclose facts or considerations which indicate that this Consent Decree is inappropriate, improper, or inadequate. Settling Defendants consent to the entry of this Consent Decree without further notice.

33. If for any reason this Court should decline to approve this Consent Decree in the form presented, this agreement is voidable at the sole discretion of any party and the terms of the agreement may not be used as evidence in any litigation between the Parties.

XV. TOLLING AGREEMENT

34. The Settling Defendants agree that they will not assert, plead or raise against EPA or the United States in any

fashion, whether by answer, motion or otherwise, any defense to or avoidance of, any claims related to OU2 not covered by this Consent Decree based on laches or the running of any statute of limitations due to forbearance by the United States from filing a complaint for claims not covered by this Consent Decree prior to entry of this Consent Decree. This Tolling Agreement shall end six months after (a) EPA notifies Settling Defendants in writing of completion of the work required by Administrative Order 98-15, or (b) Settling Defendants send written notice to EPA of their belief that they have completed two years of OU2 O&M, whichever is earlier.

XVI. EFFECTIVE DATE

35. The effective date of this Consent Decree shall be the date upon which it is entered by the Court.

XVII. SIGNATORIES/SERVICE

36. Each undersigned representative of a Settling Defendant to this Consent Decree and the Chief of the Environmental Enforcement Section, Environment and Natural Resources Division of the United States Department of Justice certifies that he or she is authorized to enter into the terms and conditions of this Consent Decree and to execute and bind legally such Party to this document.

37. Each Settling Defendant hereby agrees not to oppose entry of this Consent Decree by this Court or to challenge any

provision of this Consent Decree, unless the United States has notified Settling Defendants in writing that it no longer supports entry of the Consent Decree.

38. Each Settling Defendant shall identify, on the attached signature page, the name and address of an agent who is authorized to accept service of process by mail on behalf of that Party with respect to all matters arising under or relating to this Consent Decree. Settling Defendants hereby agree to accept service in that manner and to waive the formal service requirements set forth in Rule 4 of the Federal Rules of Civil Procedure and any applicable local rules of this Court, including but not limited to, service of a summons.

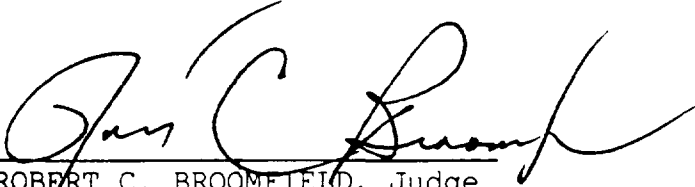
XVIII. FINAL JUDGMENT

39. Upon entry by this Court the Consent Decree shall constitute a final judgment between the parties pursuant to Fed. R. Civ. P. 54 and 58 with respect to Past Response Costs, Interim Response Costs, and Future Oversight Costs as defined in this Consent Decree.

XIX. TERMINATION

40. This Consent Decree shall terminate upon Settling Defendants' full payment of the last demand for Future Oversight Costs made by EPA under the Consent Decree and payment of any outstanding Stipulated Penalties as set forth in Paragraph 12, and/or payment of any Interest as set forth in Paragraph 11.

SO ORDERED THIS 29 DAY OF Nov, 2000.

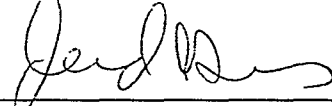

ROBERT C. BROOMFIELD, Judge
United States District Court

THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of United States of America v. Motorola Inc., et. al., Civil Action # 98-2049 PHX-RCB relating to portions of the Motorola 52nd Street Superfund Site.

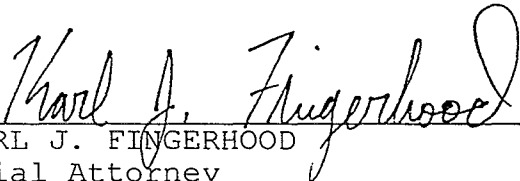
FOR THE UNITED STATES OF AMERICA

LOIS SCHIFFER
Assistant Attorney General
Assistant Attorney General
Environment and Natural Resources
Division

Date: 7/17/2000



JOEL GROSS
Chief,
Environmental Enforcement Section
Environment and Natural Resources
Division
U.S. Department of Justice
Washington, D.C. 20530



KARL J. FINGERHOOD
Trial Attorney
Environmental Enforcement Section
Environment and Natural Resources
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U.S. Department of Justice
P.O. Box 7611
Washington, DC 20044-7611
(202) 514-7519

JOSE DEJESUS RIVERA
United States Attorney



RONALD GALLEGOS
Assistant U.S. Attorney

Keith Takata

KEITH TAKATA
Director, Superfund Division
U.S. Environmental Protection Agency
Region IX
75 Hawthorne Street
San Francisco, CA 94105

Allyn d. Stern

ALLYN STERN
Senior Regional Counsel
U.S. Environmental Protection Agency
75 Hawthorne Street
San Francisco, CA 94105

THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of United States of America v. Motorola Inc., et al., Civition # 98-2049 PHX-RCB relating to portions of the Moto. 52nd Street Superfund Site.

FOR DEFENDANT MOTOROLA INC.

Date: 7-12-2000 Donald Netko
[Names and address of Defendant's
signatories] Donald Netko for William Seiferth

It is Authorized to Accept Service on Behalf of Above-signed
Party

Name: Thomas Suriano
Title: Manager, Remediation
Address: Motorola SPS
3102 North 56th Street
M/D: 56-128
Phoenix, AZ 85018

THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of United States of America v. Motorola Inc., et al., Civil Action # 98-2049 PHX-RCB relating to portions of the Motorola 52nd Street Superfund Site.

FOR DEFENDANT HONEYWELL INTERNATIONAL, INC.

Date:

7/7/00



Michael Denton, Vice President and
Chief Legal Officer
Honeywell Aerospace
1944 E. Sky Harbor Circle
Phoenix, Arizona 85034

Agent Authorized to Accept Service on Behalf of Above-signed
Party:

Name:

Kenneth E. Stroup, Esquire

Title:

Honeywell International Inc.

Address:

P.O. Box 2245-R

Morristown, New Jersey 07960

THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of United States of America v. Motorola Inc., et al., Civil Action # 98-2049 PHX-RCB relating to portions of the Motorola 52nd Street Superfund Site.

FOR DEFENDANT CITY OF PHOENIX, ARIZONA.
a municipal corporation
Frank A. Fairbanks, City Manager

Date: July 20, 2000

By

[Signature]

Its

Approved as to Form:

[Signature]
ACTING CITY ATTORNEY

ATTEST:

[Signature]
ACTING CITY CLERK

Agent Authorized to Accept Service on Behalf of Above-signed Party:

CITY CLERK
City of Phoenix
200 West Washington
Phoenix, AZ 85003

200 JUL 20 PM 1:27
CITY CLERK
X